Wildanet Wholesale Terms and Conditions

Attachment 2 – Wholesale Service Level Agreement

Contents

Purpose

This is Attachment 2 to the Wildanet Wholesale Terms and Conditions. The purpose of this Attachment 2 is to define the service levels available to Retail Service Providers purchasing Wholesale Products from Wildanet Limited.

1. Network and Product Availability and Performance Commitments

1.1. Wildanet will make commercially reasonable efforts to achieve the following for each Wholesale Active Product provided to the Retail Service Provider:
   i. A minimum availability of 99.95%;
   ii. A minimum of 95% of the stated speed available 95% of the time;
   iii. Latency within the Wildanet provided Service under 20 milliseconds;
   iv. Jitter within the Wildanet provided Service under 5 milliseconds;
   v. Packet loss within the Wildanet provided Service under 0.1%.

1.2. The Network is deemed to be unavailable in the event of total loss of Services or if the Network cannot be satisfactorily used for its intended purpose due to degradation, where Wildanet is responsible for said loss or degradation.

1.3. Availability shall be calculated according to the following formula:

$$\frac{A-B}{A}$$

where:

   A = total subscriber-hours during measurement period

   B = sum of subscriber-hours where service is unavailable during the measurement period.

1.4. In the case of any suspected or actual unavailability, fault or emergency affecting the successful provision of the Network, Wildanet will immediately upon notification initiate attempts to rectify the problem within a reasonable time.

1.5. Unavailability is measured from the time a problem is identified by Wildanet or reported to Wildanet by the Retail Serive Provider, whichever is earliest, to the time when the problem is fully resolved.

1.6. The following shall be excluded when calculating Availability:
   i. Unavailability due to force majeure;
   ii. Unavailability due to theft or wilful destruction of equipment;
   iii. Unavailability arising from Faults caused by End Users or End User equipment failure;

    iv.   Unavailability due to Faults in the Network for which Wildanet is not responsible, or due to fibre breakage or damage;

    v.   Planned maintenance notified to the Partner as described in Table A2.1.

1.7   Wildanet will use reasonable efforts to give the Retail Service Provider the target notice periods outlined in Table A2.1 for Scheduled Outages:

Table A2.1: Notice Periods for Planned Outages	
Scale of Planned Outage	**Target Notice Period**
Planned Standard Maintenance Outage (Work planned to take place between 1am and 5am)	At least 2 Working Days prior to the outage date
Planned Extended Outage (Work planned to take place between 11pm and 7am)	At least 10 Working Days prior to the outage date
Planned Major Outage (Work planned to take place between 7am and 11pm)	At least 30 calendar days prior to the outage date

2.   Response and Resolution Timescales

2.1.   Wildanet offers three service levels – **Bronze**, **Silver**, and **Gold**.

2.2.   **Bronze** is the standard Wildanet service level provided with all Wholesale Products and Services.

2.3.   **Silver** and **Gold** are available for Retail Service Providers to purchase on a per product, per service, per circuit and/or per End User basis.

2.4.   The response and resolution times for each service level are outlined in Table A2.2.

Table A2.2 Service Level Response and Resolution Times						
Service Level:	**Bronze**		**Silver**		**Gold**	
Operational Hours:	Mon-Fri 08:00 – 18:00 (excluding bank holidays)		Mon-Fri 08:00 – 18:00 Sat 09:00 – 17:00 (including bank holidays)		24 hours a day 7 days a week (including bank holidays)	
Priority	Target Response time (during operational hours)	Target Resolution time (during operational hours)	Target Response time (during operational hours)	Target Resolution time (during operational hours)	Target Response time (during operational hours)	Target Resolution time (during operational hours)
P1	8 hours	18 hours	8 hours	18 hours	4 hours	24 hours
P2	10 hours	20 hours	10 hours	20 hours	6 hours	24 hours
P3	15 hours	25 hours	15 hours	25 hours	18 hours	36 hours
P4 / MACD	20 hours	30 hours	20* hours	30* hours	48* hours	72* hours
*Excluding weekends and bank holiday operational hours						
All Response and Resolution time commitments require the Retail Service Provider and end user cooperation and site access to be provided promptly. Delayed co-operation or site access may result in a proportional increase in target Response and Resolution times.						
Response time is measured from the time Wildanet is notified of the fault report until a suitably skilled engineer is actively working on the case.						
Resolution time is measured from the time Wildanet is notified of the fault report until Wildanet's engineer has restored the service.						
Wildanet will acknowledge all notifications of faults within 15 minutes.						

3. Fault Categories

3.1.   Faults are categorised (prioritised) as P1, P2, P3 or P4. Priority is determined by impact and urgency as outlined in Table A2.3.

Table A2.3: Prioritisation of Faults				
		Impact		
		High	**Medium**	**Low**
Urgency	**High**	P1	P2	P3
	Medium	P2	P3	P4
	Low	P3	P4	P4

3.2.   Impact rating is determined as outlined in Table A2.4.

Table A2.4: Determining Impact Rating			
	High	**Medium**	**Low**
Network nodes affected	Multiple in outage	Single in outage	Backup link
Number of end users affected	>30%	<30%	1
Core system infrastructure impact	Failure	Recurring intermittent issue	Low priority MACD Request

3.3.   Urgency rating is determined as outlined in Table A2.5.

Table A2.5: Determining Urgency Rating			
	High	Medium	Low
Damage caused (financial, reputational, and/or performance)	Major damage; or Medium damage which is increasing steadily; or Minor damage which is increasing rapidly	Medium damage which is neither increasing nor decreasing; or Minor damage which is increasing steadily	Minor damage which is not increasing
SLA consideration	1+ customers with enhanced SLAs associated with a single incident	Zero customers with enhanced SLAs	Customer visit needed for work outside the standard SLA
Incident consideration	A Major Incident is likely but preventable by acting immediately	Recurring intermittent issue	Single user issue which is not expected to grow

4. Fault Ticketing Process and Responsibilities

4.1. The process steps for handling End User Reported Faults are as follows:
   i. End User contacts Retail Service Provider.
   ii. Retail Service Provider completes initial triage and attempts to resolve or rule out basic issues.
   iii. Retail Service Provider raises a Fault Ticket with Wildanet.
   iv. Wildanet diagnoses the Fault.
   v. Wildanet repairs the Fault.
   vi. Wildanet updates and closes the Fault Ticket.
   vii. Retail Service Provider notifies End User.

4.2. To complete the diagnosis and repair Wildanet's engineers may need to speak to the End User directly.

4.3. Unless otherwise stated in the Contract of Adherence between Wildanet and the Retail Service Provider, the Retail Service Provider is responsible for initial service triage and first line support. The Retail Service Provider will share these results when raising a service ticket with Wildanet.

4.4. Unless otherwise stated in the Contract of Adherence between Wildanet and the Retail Service Provider, Wildanet is not responsible for triage or resolving Faults on equipment that has not been provided by Wildanet.

4.5. During the Retail Service Provider's initial triage and attempt to resolve or rule out basic issues, the Retail Service Provider should check the following:
   i. All CPE is powered on and damage free
   ii. End-User wiring is connected and damage free
   iii. ONT and Gateway statuses (which lights are on)
   iv. Firewalls and Retail Service Provider / third party equipment configuration
   v. Devices connected (number, age, OS, and type)
   vi. Connection type (wifi/hardwired)
   vii. When the Fault was first noticed
   viii. Time and frequency of intermittent Faults

4.6. If Wildanet works on a Fault Ticket and no Fault with the service provided by Wildanet is found, then a "Fault Not Found Charge" will be applied at the rate detailed in the Wildanet Wholesale Pricelist.

5. Enhanced Service Level Agreement Pricelist

5.1. Enhanced Service Levels can be purchased by the Retail Service Provider on a per Wholesale Product per End User basis.

5.1.1. For the avoidance of doubt, if the Retail Service Provider has a single End User who has multiple Wholesale Products and requires an Enhanced Service Level for all of that single End User's products, then the Retail Service Provider must purchase an Enhanced Service Level for each separate Wholesale Product.

5.2. There is a minimum total monthly spend that must be met by the Retail Service Provider to qualify for the purchase of Enhanced Service Levels. The Retail Service Provider may choose to commit to either (i) a minimum monthly spend on Enhanced Service Level Agreements or (ii) a minimum monthly spend on FTTP services.

5.3.   Table A2.6 outlines the Enhanced Service Level pricing and minimum qualifying spend requirements.

Table A2.6: SLA Pricing and Minimum Qualifying Spend			
Service Level type	Bronze	Silver	Gold
Service Level cost per product and/or per End User per month	Included	£35	£138
Minimum monthly spend on Enhanced Service Level Agreements (by the Retail Service Provider)	N/A	£2,100	£8,280
Minimum monthly spend on FTTP (by the Retail Service Provider)	N/A	£20,000	£90,000

6.   Refunds or Service Credits

6.1.   If the restoration time or overall network availability does not meet the standards in the contracted Service Level Agreement, the Retail Service Provider may claim a Service Credit as outlined in Table A2.7.

Table A2.7: Service Credits for Excessive Service Failures	
Service failure	**Retail Service Provider Service credit**
Network availability falls below 99% within any calendar month (planned works excluded from calculation).	10% of pro-rata monthly charge, for impacted connections, for the month in which the service failure occurred.
More than 5% of Outages in any month fail to meet the Service Level for **restoration** time.	5% of pro-rata monthly charge, for impacted customer connections only (i.e., excluding Retail Service Provider's connections that are unaffected), for the month in which the service failure occurred.
More than 10% of Outages in any month fail to meet the Service Level for **restoration** time.	10% of pro-rata monthly charge for impacted customer connections only (i.e., excluding Retail Service Provider's connections that are unaffected), for the month in which the service failure occurred.

6.2.   Service credits must be requested within twenty-eight (28) calendar days of the end of the month for which the crdit is being requested.

6.3.   Service credits will be applied as a credit to the Retail Service Provider's account and, as such, will be deducted from the value of the next invoice. Wildanet will not be obliged to pay any money or refund any payments to a Retail Service Provider when providing a Service Credit.

7.   Ordering and Provisioning Service Levels

7.1.   Wildanet will make commercially reasonable efforts to achieve the response and provisioning times for Wholesale orders outlined in Table A2.8

Table A2.8: Target Order Response and Provisioning Times		
Wholesale Activity	Target Completion Time	Target
Order Acknowledgement	1 working hour*	99%
Order Confirmed	1 working day*	99%
Customer Completion Date	10 working days or date requested**	90%
Order Complete	By Customer Completion Date or 10 working days**	95%
Order Complete	By Customer Completion Date or 20 working days**	100%
*Response time is measured from the time Wildanet receives an order		
***Whichever is the later		

7.2. The Customer Completion Date offered will be the nearest available slot to the date requested by the Retail Service Provider

8. Excused Delays to Service

8.1. There are a number of events and situations which are outside of Wildanet's control that may cause a delay to Wildanet's provision of a Service. Where this is the case, Wildanet's target response, resolution and delivery times may be suspended until the event or situation has been resolved and the Service will not be eligible for Service Credits during the suspension time. Examples of these events and situations include, but are not limitted to:

i. Inaccurate or incomplete information being provided to Wildanet by Retail Service Provider or End User;

ii. The suspension of the Retail Service Provider by Wildanet

iii. The inability to gain the necessary permissions from a Third Party to access a site;

iv. The inability to gain access to the end User Site;

v. The inability to travel to or access a site due to adverse weather conditions;

vi. The inability to close a road to access the network in a carriageway;

vii. The inability to deploy traffic management solutions required to meet health and safety obligations;

viii. The inability to gain access to a Third Party datacentre or secure area within a Third Party datacentre;

ix. Force Majeure;

x. Power outages;

xi. A failure by a Third Party such as Wildanet's Backhaul provider